

# **EXHIBIT 19**

**From:** [Machleidt, Dario](#)  
**To:** [Shannon Maney](#); [RothschildMGTeam](#)  
**Cc:** [ValveKTService](#)  
**Subject:** RE: Valve Corp. v. Rothschild  
**Date:** Tuesday, February 25, 2025 3:40:40 PM  
**Attachments:** [image001.png](#)

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Counsel,

We sent you the Discord production on February 18 (the same day we received it), nearly a month after we served our subpoena. The agreement Discord produced isn't designated confidential, and seven days passed before you told us about defendants' desired treatment of that agreement. Under Section 8 the agreement, we fail to see how defendants can retroactively designate it.

It is unfortunate that your dilatory discovery strategy forced Valve to incur the expense of subpoenaing Discord for an agreement your team should have produced months ago. Had you done that, you could have tried to produce it consistent with whatever designation you wanted under the parties' PO.

We do not agree to treat the agreement as confidential. We're of course willing to consider any authority saying we must agree to your delayed demand.

Sincerely,



Dario Machleidt

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**From:** Shannon Maney <[SManey@MerchantGould.com](mailto:SManey@MerchantGould.com)>  
**Sent:** Tuesday, February 25, 2025 11:02 AM  
**To:** ValveKTService <[ValveKTService@kilpatricktownsend.com](mailto:ValveKTService@kilpatricktownsend.com)>  
**Cc:** RothschildMGTeam <[RothschildMGTeam@MerchantGould.com](mailto:RothschildMGTeam@MerchantGould.com)>  
**Subject:** Valve Corp. v. Rothschild

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**\*\*CAUTION: External Email\*\***

Dear Counsel,

Below please find a link with today's document production. The password will follow in a separate email.

As you know, last week Discord produced a Settlement and License Agreement with bates numbers Discord-Valve-001 through Discord-Valve-0020. Although Discord did not designate that Agreement as Confidential, DT, PAM, and Leigh Rothschild consider the Agreement to be Confidential. Accordingly, within this production we have reproduced that Agreement, still bearing bates numbers Discord-Valve-001 through Discord-Valve-0020, but including the following confidentiality designation: "Defendants' Designation – Confidential". Accordingly, please treat this Agreement as

Confidential and, moving forward, we ask that Valve use this version of the agreement in connection with any depositions, briefing, and the like.

<https://filetransfer.merchantgould.com/message/QtarGIHgOfjeClgL10QOoq>

Thank you,

**Shannon Maney**

Litigation Paralegal

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